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8 **UNITED STATES DISTRICT COURT**
9
10 **CENTRAL DISTRICT OF CALIFORNIA**
11

12 L.A. INTERNATIONAL CORP., et
13 al.,

14 **Plaintiffs,**

15 v.

16 PRESTIGE CONSUMER
17 HEALTHCARE, INC., et al.,

18 **Defendants.**
19
20

Case No. CV 18-6809-MWF (MRWx)

The Honorable Michael W. Fitzgerald,
United States District Judge

**AMENDED JUDGMENT AFTER
TRIAL**

This action came on regularly for jury trial between December 5, 2023, and December 14, 2023, in Courtroom 5A of this United States District Court. Plaintiffs L.A. International Corp., Manhattan Wholesalers Inc., Excel Wholesale Distributors Inc., Value Distributor, Inc., Border Cash & Carry, Inc., AKR Corporation, U.S. Wholesale Outlet & Distribution, Inc., Sanoor, Inc. (d/b/a L.A. Top Distributor), Pittsburg Wholesale Grocers, Inc., and Pacific Groservice, Inc. (together, with Pittsburg Wholesale Grocers, Inc., referred to as “PITCO”) were represented by Randolph Gaw, Esq. and Mark Poe, Esq. of Gaw | Poe LLP. Defendants Prestige Consumer Healthcare, Inc. (f/k/a Prestige Brands Holdings, Inc.) and its wholly-owned subsidiary Medtech Products, Inc. (collectively, “Defendants”) were represented by Michael Fox, Esq., C. Sean Patterson, Esq., Robert Kum, Esq., Christine Ross, Esq., and William Shotzbarger, Esq. of Duane Morris LLP.

A jury of eight persons was regularly empaneled and sworn. Witnesses were sworn and testified, and exhibits were admitted into evidence. The legal issues (damages) were tried to the jury, and the equitable issues (injunctive relief) were tried to the Court. After hearing the evidence and arguments of counsel, the jury was duly instructed by the Court and the case was submitted to the jury. The jury deliberated and thereafter returned a verdict as follows:

ROBINSON-PATMAN ACT CLAIM

1. Did any Plaintiff prove that the Defendants violated the Robinson-Patman Act? (Instruction No. 17).

| | | |
|-----------------------|------------------|------------------|
| AKR | <u> X </u> Yes | <u> </u> No |
| Border Cash & Carry | <u> X </u> Yes | <u> </u> No |
| Excel Wholesale | <u> X </u> Yes | <u> </u> No |
| L.A. International | <u> X </u> Yes | <u> </u> No |
| L.A. Top Distributor | <u> X </u> Yes | <u> </u> No |
| Manhattan Wholesalers | <u> X </u> Yes | <u> </u> No |

| | | | |
|---|-------------------|------------------|------------------|
| 1 | PITCO | <u> X </u> Yes | <u> </u> No |
| 2 | U.S. Wholesale | <u> X </u> Yes | <u> </u> No |
| 3 | Value Distributor | <u> X </u> Yes | <u> </u> No |

4 *If your answer to Question No. 1 is “Yes” for any Plaintiff, please answer*
5 *Question No. 2 as to that Plaintiff only.*

6 *If your answer to Question No. 1 is “No” for all Plaintiffs, please answer Question*
7 *No. 7.*

8

9 2. Did the Defendants prove, as to any Plaintiff, that the differences in
10 price for Clear Eyes given to Costco Business Center and Sam’s Club were to meet
11 the price of the Defendants’ competitor? (Instruction No. 24).

| | | | |
|----|-----------------------|-------------------|-----------------|
| 12 | AKR | <u> </u> Yes | <u> X </u> No |
| 13 | Border Cash & Carry | <u> </u> Yes | <u> X </u> No |
| 14 | Excel Wholesale | <u> </u> Yes | <u> X </u> No |
| 15 | L.A. International | <u> </u> Yes | <u> X </u> No |
| 16 | L.A. Top Distributor | <u> </u> Yes | <u> X </u> No |
| 17 | Manhattan Wholesalers | <u> </u> Yes | <u> X </u> No |
| 18 | PITCO | <u> </u> Yes | <u> X </u> No |
| 19 | U.S. Wholesale | <u> </u> Yes | <u> X </u> No |
| 20 | Value Distributor | <u> </u> Yes | <u> X </u> No |

21 *If your answer to Question No. 2 is “Yes” for all Plaintiffs, please answer*
22 *Question No. 7.*

23 *If your answer to Question No. 2 is “No” for any Plaintiff, please answer Question*
24 *No. 3 as to that Plaintiff only.*

25

26 3. Did the Defendants prove, as to any Plaintiff, that the difference in
27 price for Clear Eyes given to Costco Business Center and Sam’s Club were
28 justified by cost differences? (Instruction No. 25).

| | | | |
|---|-----------------------|-------------------|-----------------|
| 1 | AKR | <u> </u> Yes | <u> X </u> No |
| 2 | Border Cash & Carry | <u> </u> Yes | <u> X </u> No |
| 3 | Excel Wholesale | <u> </u> Yes | <u> X </u> No |
| 4 | L.A. International | <u> </u> Yes | <u> X </u> No |
| 5 | L.A. Top Distributor | <u> </u> Yes | <u> X </u> No |
| 6 | Manhattan Wholesalers | <u> </u> Yes | <u> X </u> No |
| 7 | PITCO | <u> </u> Yes | <u> X </u> No |
| 8 | U.S. Wholesale | <u> </u> Yes | <u> X </u> No |
| 9 | Value Distributor | <u> </u> Yes | <u> X </u> No |

10 *If your answer to Question No. 3 is “Yes” for all Plaintiffs, please answer*
 11 *Question No. 7.*

12 *If your answer to Question No. 3 is “No” for any Plaintiff, please answer Question*
 13 *No. 4 as to that Plaintiff only.*

14

15 4. Did any Plaintiff prove that it was injured by the Defendants’
 16 violations of the Robinson-Patman Act? (Instruction No. 27).

| | | | |
|----|-----------------------|------------------|------------------|
| 17 | AKR | <u> X </u> Yes | <u> </u> No |
| 18 | Border Cash & Carry | <u> X </u> Yes | <u> </u> No |
| 19 | Excel Wholesale | <u> X </u> Yes | <u> </u> No |
| 20 | L.A. International | <u> X </u> Yes | <u> </u> No |
| 21 | L.A. Top Distributor | <u> X </u> Yes | <u> </u> No |
| 22 | Manhattan Wholesalers | <u> X </u> Yes | <u> </u> No |
| 23 | PITCO | <u> X </u> Yes | <u> </u> No |
| 24 | U.S. Wholesale | <u> X </u> Yes | <u> </u> No |
| 25 | Value Distributor | <u> X </u> Yes | <u> </u> No |

26 *If your answer to Question No. 4 is “Yes” for any Plaintiff, please answer*
 27 *Question No. 5 as to that Plaintiff only.*

28 *If your answer to Question No. 4 is “No” for all Plaintiffs, please answer Question*

No. 7.

5. Did the Defendants prove that a Plaintiff failed to use reasonable efforts to mitigate its damages under the Robinson-Patman Act? (Instruction No. 32).

| | | |
|-----------------------|-------------------|-----------------|
| AKR | <u> </u> Yes | <u> X </u> No |
| Border Cash & Carry | <u> </u> Yes | <u> X </u> No |
| Excel Wholesale | <u> </u> Yes | <u> X </u> No |
| L.A. International | <u> </u> Yes | <u> X </u> No |
| L.A. Top Distributor | <u> </u> Yes | <u> X </u> No |
| Manhattan Wholesalers | <u> </u> Yes | <u> X </u> No |
| PITCO | <u> </u> Yes | <u> X </u> No |
| U.S. Wholesale | <u> </u> Yes | <u> X </u> No |
| Value Distributor | <u> </u> Yes | <u> X </u> No |

Regardless of your answer, please answer Question No. 6.

6. What amount of damages did each Plaintiff prove for the Defendants' violation of the Robinson-Patman Act? (Instruction No. 28).

| | | |
|-----------------------|--------------------------------|----------------|
| AKR | \$ <u> </u> | <u>25,000</u> |
| Border Cash & Carry | \$ <u> </u> | <u>0</u> |
| Excel Wholesale | \$ <u> </u> | <u>25,000</u> |
| L.A. International | \$ <u> </u> | <u>95,000</u> |
| L.A. Top Distributor | \$ <u> </u> | <u>25,000</u> |
| Manhattan Wholesalers | \$ <u> </u> | <u>25,000</u> |
| PITCO | \$ <u> </u> | <u>30,000</u> |
| U.S. Wholesale | \$ <u> </u> | <u>25,000</u> |
| Value Distributor | \$ <u> </u> | <u>100,000</u> |

Regardless of your answer, please answer Question No. 7.

CALIFORNIA UNFAIR PRACTICES ACT CLAIM

7. Did any Plaintiff prove that the Defendants violated the California Unfair Practices Act? (Instruction No. 33).

| | | |
|----------------------|------------------|------------------|
| L.A. International | <u> X </u> Yes | <u> </u> No |
| L.A. Top Distributor | <u> X </u> Yes | <u> </u> No |
| PITCO | <u> X </u> Yes | <u> </u> No |
| U.S. Wholesale | <u> X </u> Yes | <u> </u> No |
| Value Distributor | <u> X </u> Yes | <u> </u> No |

If your answer to Question No. 7 is "Yes" for any Plaintiff, please answer Question No. 8 as to that Plaintiff only.

If your answer to Question No. 7 is "No" for all Plaintiffs, please sign and return this form.

8. Did the Defendants prove that the secret rebates were lawful because they applied to different classes of customers? (Instruction No. 34).

| | | |
|----------------------|-------------------|-----------------|
| L.A. International | <u> </u> Yes | <u> X </u> No |
| L.A. Top Distributor | <u> </u> Yes | <u> X </u> No |
| PITCO | <u> </u> Yes | <u> X </u> No |
| U.S. Wholesale | <u> </u> Yes | <u> X </u> No |
| Value Distributor | <u> </u> Yes | <u> X </u> No |

If your answer to Question No. 8 is "Yes" for all Plaintiffs, please sign and return this form.

If your answer to Question No. 8 is "No" for any Plaintiff, please answer Question No. 9 as to that Plaintiff only.

9. Did the Defendants prove that the secret rebates were lawful because they were justified by a good-faith attempt to meet competition? (Instruction Nos. 35–36).

| | | |
|----------------------|-----------|-----------------|
| L.A. International | _____ Yes | <u> X </u> No |
| L.A. Top Distributor | _____ Yes | <u> X </u> No |
| PITCO | _____ Yes | <u> X </u> No |
| U.S. Wholesale | _____ Yes | <u> X </u> No |
| Value Distributor | _____ Yes | <u> X </u> No |

Regardless of your answer, please answer Question No. 10.

10. What amount of damages did each Plaintiff prove for the Defendants’ violations of the California Unfair Practices Act? (Instruction Nos. 37–38). (*You should answer this question without regard to any damages that you may have awarded in response to Question No. 6. If necessary, the Court will ensure that no double-counting takes place.*)

| | | |
|----------------------|----------|---------|
| L.A. International | \$ _____ | 90,000 |
| L.A. Top Distributor | \$ _____ | 30,000 |
| PITCO | \$ _____ | 75,000 |
| U.S. Wholesale | \$ _____ | 5,000 |
| Value Distributor | \$ _____ | 130,000 |

Following the jury’s verdict, on May 20, 2024, the Court made its Findings of Facts and Conclusions of Law on the remaining equitable issues.

Now, therefore, pursuant to Rules 54 and 58 of the Federal Rules of Civil Procedure, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that final judgment in this action be entered as follows:

- Judgment is entered in favor of all Plaintiffs and against Defendants on Plaintiffs’ claim for violation of Section 2(a) of the Robinson-

Patman Act (15 U.S.C. § 13(a)). Judgment is entered in favor of L.A. International Corp., Value Distributor, Inc., U.S. Wholesale Outlet & Distribution, Inc., L.A. Top Distributor, and PITCO on their claim for violation of the California Unfair Practices Act (Cal. Bus. & Prof. Code § 17045).

2. *On Plaintiff L.A. International Corp.'s claim for relief for violation of Section 2(a) of the Robinson-Patman Act (15 U.S.C. § 13(a)):*

Judgment is entered in favor of Plaintiff L.A. International Corp. and against Defendants in the amount, after trebling pursuant to 15 U.S.C. § 15(a), of \$285,000.

3. *On Plaintiff Manhattan Wholesalers Inc.'s claim for relief for violation of Section 2(a) of the Robinson-Patman Act (15 U.S.C.*

§ 13(a)): Judgment is entered in favor of Plaintiff Manhattan Wholesalers Inc. and against Defendants in the amount, after trebling pursuant to 15 U.S.C. § 15(a), of \$75,000.

4. *On Plaintiff Excel Wholesale Distributors Inc.'s claim for relief for violation of Section 2(a) of the Robinson-Patman Act (15 U.S.C.*

§ 13(a)): Judgment is entered in favor of Plaintiff Excel Wholesale Distributors Inc. and against Defendants in the amount, after trebling pursuant to 15 U.S.C. § 15(a), of \$75,000.

5. *On Plaintiff Value Distributor, Inc.'s claim for relief for violation of the California Unfair Practices Act (Cal. Bus. & Prof. Code § 17045):*

Judgment is entered in favor of Plaintiff Value Distributor, Inc. and against Defendants in the amount, after trebling pursuant to California Business & Professions Code section 17082, of \$325,000.

6. *On Plaintiff Border Cash & Carry, Inc.'s claim for relief for violation of Section 2(a) of the Robinson-Patman Act (15 U.S.C. § 13(a)):*

Judgment is entered in favor of Plaintiff Border Cash & Carry, Inc. and against Defendants in the amount of \$0.

- 1 7. *On Plaintiff AKR Corporation's claim for relief for violation of*
2 *Section 2(a) of the Robinson-Patman Act (15 U.S.C. § 13(a)):*
3 Judgment is entered in favor of Plaintiff AKR Corporation and against
4 Defendants in the amount, after trebling pursuant to 15 U.S.C. § 15(a),
5 of \$75,000.
- 6 8. *On Plaintiff U.S. Wholesale Outlet & Distribution, Inc.'s claim for*
7 *relief for violation of Section 2(a) of the Robinson-Patman Act (15*
8 *U.S.C. § 13(a)):* Judgment is entered in favor of Plaintiff U.S.
9 Wholesale Outlet & Distribution, Inc. and against Defendants in the
10 amount, after trebling pursuant to 15 U.S.C. § 15(a), of \$75,000.
- 11 9. *On Plaintiff L.A. Top Distributor's claim for relief for violation of the*
12 *California Unfair Practices Act (Cal. Bus. & Prof. Code § 17045):*
13 Judgment is entered in favor of Plaintiff L.A. Top Distributor and
14 against Defendants in the amount, after trebling pursuant to California
15 Business & Professions Code section 17082, of \$75,000.
- 16 10. *On Plaintiff PITCO's claim for relief for violation of the California*
17 *Unfair Practices Act (Cal. Bus. & Prof. Code § 17045):* Judgment is
18 entered in favor of Plaintiff PITCO and against Defendants in the
19 amount, after trebling pursuant to California Business & Professions
20 Code section 17082, of \$187,500.
- 21 11. *On Plaintiffs L.A. International Corp.'s, Manhattan Wholesalers*
22 *Inc.'s, Excel Wholesale Distributors Inc.'s, Value Distributor, Inc.'s,*
23 *AKR Corporation's, U.S. Wholesale Outlet & Distribution, Inc.'s,*
24 *L.A. Top Distributor's, and PITCO's claims for relief for violation of*
25 *Section 2(d) of the Robinson-Patman Act (15 U.S.C. § 13(d)):*
26 Judgment is entered in favor of Plaintiffs L.A. International Corp.,
27 Manhattan Wholesalers Inc, Excel Wholesale Distributors Inc., Value
28 Distributor, Inc., AKR Corporation, U.S. Wholesale Outlet &

- 1 Distribution, Inc., L.A. Top Distributor, and PITCO and against
2 Defendants.
- 3 12. *On Plaintiff Border Cash & Carry, Inc.’s claim for relief for violation*
4 *of Section 2(d) of the Robinson-Patman Act (15 U.S.C. § 13(d)):*
5 Judgment is entered in favor of Defendants and against Plaintiff
6 Border Cash & Carry, Inc.
- 7 13. *On Plaintiffs L.A. International Corp.’s, Value Distributor, Inc.’s,*
8 *U.S. Wholesale Outlet & Distribution, Inc.’s, L.A. Top Distributor’s,*
9 *and PITCO’s claims for relief for violation of the California Unfair*
10 *Competition Law (Cal. Bus. & Prof. Code § 17203):* Judgment is
11 entered in favor of Plaintiffs L.A. International Corp., Value
12 Distributor, Inc., U.S. Wholesale Outlet & Distribution, Inc., L.A. Top
13 Distributor, and PITCO and against Defendants.
- 14 14. Defendants shall:
- 15 a. Allow all Plaintiffs (including any successor entities to
- 16 Plaintiffs) other than Border Cash & Carry to purchase Clear
- 17 Eyes on the same price terms and conditions on which
- 18 Defendants sell Clear Eyes to the Costco Business Center
- 19 division of Costco Wholesale Corporation (“Costco”),
- 20 including the availability of any discounts, billback, rebates
- 21 (including rebates such as the “Instant Redeemable Coupons”),
- 22 or other terms that impact the net price paid by Costco.
- 23 b. Allow Plaintiffs (including any successor entities to Plaintiffs)
- 24 other than Border Cash & Carry to participate, on
- 25 proportionally equal terms, in all promotional programs and
- 26 payments that Defendants make available to Costco in
- 27 connection with the handling, sale, or offering for sale of Clear
- 28 Eyes (including payments such as the DOW allowance).

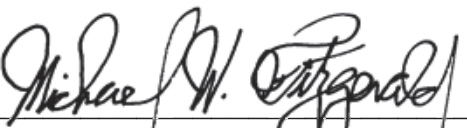
- 1 c. Allow Plaintiff Border Cash & Carry (including any successor
2 entity) to purchase Clear Eyes on the same price terms and
3 conditions on which Defendants sell Clear Eyes to the Sam's
4 Club division of Walmart, Inc. ("Sam's Club"), including the
5 availability of any discounts, billbacks, rebates, or other terms
6 that impact the net price paid by Sam's Club.
- 7 d. For a period of five years from the date of final judgment,
8 Defendants shall semi-annually submit a report to Plaintiffs'
9 counsel (on a "confidential" basis under the terms of the
10 existing protective order) stating the list price Defendants are
11 then-charging to Costco and to Sam's Club for Clear Eyes and
12 the effective date of any increase or decrease in that price, along
13 with an itemization and summary of any discounts, rebates,
14 promotional terms, or other payments that Defendants make to
15 Costco and Sam's Club in conjunction with sales of Clear Eyes.
16 The semi-annual reports shall be signed under oath by an
17 officer of one of the defendant companies.

18 15. Plaintiffs shall recover post-judgment interest according to law. 28
19 U.S.C. § 1961

20 16. Plaintiffs may seek to recover attorneys' fees and costs as provided by
21 law.

22 **IT IS FURTHER ORDERED** that this Court retains jurisdiction over any
23 matter pertaining to this judgment.

24
25 Dated: June 5, 2024.

26
27 
28 MICHAEL W. FITZGERALD
United States District Judge